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10/11/07

I GAVE 08/11/05

TO

1.) TIM R.

2.) RAYMOND L.

**CONTRACT FOR
2002
REASSESSMENT
OHIO COUNTY, INDIANA**

CONTRACT FOR GENERAL REASSESSMENT TECHNICAL ASSISTANCE

This contract is entered into this 17th day of April, 2001, by and between the County Assessor and undersigned Township Trustee Assessors of Ohio County, Indiana, hereinafter referred to as the "Assessors", and Appraisal Research Corporation of Greensburg, Indiana, hereinafter referred to as "Professional Appraiser".

RECITALS

- A. The Assessors have determined that they should employ the Professional Appraiser as a technical advisor for general reassessment purposes according to the provisions of IC 6-1.1-4-17;
- B. The Assessors have advertised for bids according to the provisions of IC 6-1.1-4-18 and fulfilled all other statutory conditions precedent to the employment of a technical advisor;
- C. The Assessors wish to contract with the Professional Appraisers and the Professional Appraisers are willing to be contracted by the Assessors;
- D. The Professional Appraiser is a Professional Appraiser as that term is defined in IC 6-1.1-4-17(c) and IC 6-1.1-31.7;
- E. This Contract is subject to the provisions of 50 IAC 15, and Professional Appraiser will comply with the provisions of 50 IAC 15 in connection with this Contract; and
- F. The Assessors have by majority vote, taken in accordance with the procedures recommended by the State Board of Tax Commissioners for then application of IC 6-1.1-4-17, determined to enter this Contract.

AGREEMENT

In consideration of the premises, mutual covenants and obligations of the parties, the Assessors and Professional Appraiser agree as follows:

1. Incorporation Of Recitals.

The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Agreement.

2. Duties of Professional Appraiser.

- (a) The Professional Appraiser shall provide technical assistance to Assessors in connection with the 2002 general reassessment required by IC 6-1.1-4-4, as requested and assigned by the authorized designate of the Assessors, under the terms and provisions of this Contract, in accordance with and furtherance of all rules governing the assessment of real property promulgated by the State Board of Tax Commissioners, and all other applicable laws, statutes, ordinances, or administrative rules.
- (b) The Professional Appraiser shall, after proper request by the Assessors, collect all relevant property data and information necessary to establish the proper assessment of a parcel of real property under IC 6-1.1-4, and recommend an appropriate assessed valuation for that parcel. The Professional Appraiser shall gather all information that is needed to determine true tax values and assessed values for certain specified parcels/properties for the March 1, 2002 assessment date. The Professional Appraiser shall make a preliminary determination of the true tax value and assessed value for the parcels/properties, all in accord with the statutes, rules, and the instructional bulletins or directives relating to those parcels/properties.
- (c) The activities conducted by the Professional Appraiser shall be referred to as a "review". The Assessors shall notify the Professional Appraiser of the parcels, which the Professional Appraiser is to review. The notification shall be in writing. With the notification, the Assessors shall provide, or make available to, the Professional Appraiser all information the Assessors have concerning each parcel to be reviewed, including any information about the geographic location of the property obtained from building permits, assessment registration notices under IC 6-1.1-5-15, or other comparable means. Notification shall be deemed to be given when mailed; or if not mailed, upon actual receipt of the notification.
- (d) The parcels to be reviewed by the Professional Appraiser under this Contract are limited to the following class(es) of property: Residential, Agricultural, Commercial, and Industrial, Railroad, Utility and Exempt.
- (e) All direct assessment activities must be performed by a level two assessor-appraiser certified under IC 6-1.1-35.5. All work performed under this Contract must be either organized, supervised, or reviewed by a level two assessor-appraiser certified under IC 6-1.1-35.5. Additionally, a level two assessor-appraiser certified under IC 6-1.1-35.5 must personally fulfill the following duties: Commercial and industrial data collection.
- (f) Administrative personnel employed by the Professional Assessors may be used to fulfill the following duties:
 - (1) All duties assigned by the Level II Assessor Appraiser.

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(g) The Professional Appraiser will ~~not~~ be responsible for the following duties:

- (1) Digital pictures of each dwelling, commercial, industrial or exempt property.
- (2) Reviewing each parcel of real property located within the County as specified by the specifications.
- (3) Providing value support as specified by the specifications

3. Consideration.

The Assessors shall pay the Professional Appraiser as follows:

- (a) A fee of \$ 79,780.00 in full payment for the complete performance of all duties, responsibilities and activities set out on the attached Exhibit "A", incorporated by reference.

4. Term Of Contract.

- (a) The Assessors shall first notify the Professional Appraiser of properties and parcels the Professional Appraiser is to review within 15 days of execution of the Contract.
- (b) The Professional Appraiser shall complete all work to be performed under this Contract other than assistance required in regard to an appeal filed under IC 6-1.1-15," on or before June 1, 2002.

5. Reassessment Delay.

The Professional Appraiser shall agree that in the event the reassessment set forth in this agreement is postponed, delayed, abolished or cancelled by act of the Indiana General Assembly or by any Court or Courts interpreting any legislative action of the said General Assembly, and that the said reassessment shall not proceed as provided herein, it is specifically provided that the terms of this agreement shall be negotiated with respect to the work to be completed.

6. Professional Appraiser Certification; Contract Void on Revocation.

- (a) The Professional Appraiser must be certified as a "professional appraiser" under IC 6-1.1-31.7 in order to enter into this Contract. The Professional Appraiser represents and warrants that he/she/it: is certified as a "professional appraiser" under IC 6-1.1-31.7 at the time of entering into this Contract; and will take all steps necessary to remain certified as a "professional appraiser" under IC 6-1.1-31.7 through the term of this Contract (see Exhibit "C").
- (b) In accordance with IC 6-1.1-31.7-4, this Contract is void and the Contractor may not receive additional funds under this Contract, if the Professional Appraiser's certification as a "professional appraiser" under IC 6-1.1-31.7 is revoked.

7. Contract Representative.

The Assessors shall designate a Contract Representative to serve as the primary contact person for each township and notify the Professional Appraiser of the designation before March 30, 2001. The Contract Representative's authority and responsibilities are specified on the attached Exhibit "A" incorporated by reference.

8. Work Plan.

Within fifteen (15) days of the execution of this contract, the Professional Appraiser shall deliver to the Contract Representative a work plan that shows a schedule for the completion of work under the Contract. The work plan is subject to approval by the Assessors. Upon approval of a work plan, it shall become Exhibit "B" and become a part of this Contract by this reference.

9. Contract Reports and Monitoring.

The Professional Appraiser shall be required to provide written progress reports to the Assessors, in a form reasonably prescribed by the Assessors. The Assessors may at all times inspect the records of the Professional Appraiser to verify the progress and evaluate the quality of work performed. The Assessors may accompany the Professional Appraiser's personnel in their assigned duties to assure the Professional Appraiser's adherence with contractual specifications and approved procedures. The Professional Appraiser shall extend its full cooperation to the Contract Representative by providing access to all program related records, and by making personnel available upon request for the purpose of monitoring quality, performance and progress.

10. Time And Manner Of Payment.

The Professional Appraiser shall be paid as follows:

Payment shall be made in fourteen (14) equal monthly installments beginning May 1, 2001, and ending June 1, 2002.

11. Penalties.

Payments due under this Contract shall be reduced by the amount of Two Hundred Dollars (\$ 200.00) per business day that review by the Professional Appraiser remains incomplete after the due date specified under this Contract: Saturdays, Sundays and Holidays excluded.

12. Responsibilities.

The final determination of assessed value and true tax value is and shall remain the responsibility of the Assessors.

13. Non-Discrimination.

Pursuant to IC 22-9-1-10, the Professional Appraiser and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

14. General Provisions.

- (a) This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understanding between the Assessors and the Professional Appraiser. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.
- (b) No waiver, alteration, modification, or cancellation of any of the provisions of this Contract shall be binding unless made in writing and signed by all those signing this Contract, or their successors in office. The failure of either party at any time or times to require performance of any provisions of this agreement shall not be considered a waiver and will in no manner affect the right at a later time to enforce that provision.
- (c) In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.
- (d) This Contract shall be subject to and interpreted in accordance with the law of the State of Indiana and suit, if any, shall be brought in Indiana courts.
- (e) This Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives, provided, however, that this Contract is not binding upon a successor to the elected office of an undersigned Assessor without the successor's prior written consent, nor can the rights, duties, and privileges of the Professional Appraiser under this contract be transferred, sublicensed or assigned by it, either in whole or in part, without the prior written consent of the Assessors.

15. Delays.

Whenever the Professional Appraiser or the Assessors have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within 10 days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

16. Termination.

The Assessors may terminate this Contract, if by majority vote they determine that the Professional Appraiser has failed to make satisfactory progress toward performance. In such case, the Assessors will transmit a Notice of the Default and termination to the Professional Appraiser 30 days prior to the proposed termination date, and the Professional Appraiser shall be given 30 days in which to remedy the condition which has caused the Termination Notice, or suffer termination.

The Professional Appraiser shall continue Contract performance to the extent not terminated under the provisions of the above paragraph and shall be compensated for its performance pursuant to an agreement of the parties.

In the event the Assessors terminate this Contract, in whole or in part as provided in this section, the Assessors may procure, upon such terms and in such manner as they may deem appropriate, services similar to those so terminated, and the Professional Appraiser shall be liable to the Assessors for any excess costs for such similar services, provided, however, the amount of the performance bond, if any, retained by the Assessors shall be deducted in determining the excess costs.

17. Appeals.

If an assessed value recommended by the Professional Appraiser is appealed to any reviewing body, the Professional Appraiser or its employee or representative shall, if at least 10 days notice is given to the Professional Appraiser, appear at any hearing scheduled on the appeal of the parcel to explain its calculations. This duty of the Professional Appraiser to explain calculations shall terminate when all appeals have been resolved.

18. Independent Contractor

In the performance of this Contract, Professional Appraiser will be acting in an individual capacity and not as an agent, employee, partner, joint venturer or associate of the Assessors. The employees or agents of the Professional Appraiser shall not be deemed or construed to be the employees or agents of the Assessors for any purpose whatsoever.

19. Liability.

The Professional Appraiser agrees to indemnify, defend, and hold harmless the Assessors and their townships and county, and all agents, officers and employees of those townships and that county, from all claims and suits including, court costs, attorney's fees, and other expenses, caused by any act or omission of the Professional Appraiser and/or its subcontractors, in connection with this Contract.

20. Subcontracting.

No subcontractors shall be used in the performance of this contract. This limitation shall not include the purchase of standard supplies, raw materials or computer systems.

21. Force Majeure.

Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.

22. Maintaining A Drug-Free Workplace.

Professional Appraiser hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to the Assessors within ten (10) days after receiving actual notice that an employee of the Professional Appraiser has been convicted of a criminal drug violation occurring in Professional Appraiser's workplace.

In addition to the provisions of the above, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Professional Appraiser further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by Professional Appraiser in conjunction with this Contract and which is appended as an Attachment to this Agreement.

It is further expressly agreed that the failure of Professional Appraiser to in good faith comply with the terms of the above, or falsifying or otherwise violating the terms of the certification referenced above shall constitute a material breach of this Contract, and shall entitle the Assessors to impose sanctions against Professional Appraiser including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of Professional Appraiser from doing further business with the County for up to three (3) years.

23. Summary

The specifications are incorporated as part of this contract.

By: Wm McCarbun

Commissioner

Date 4-17-01

By: James D. Burren

Commissioner

Date 4/17/01

By: Michael D. Hynes

Commissioner

Date 4/17/01

ATTESTED:

Deborah Johnson

County Auditor

Date 4/17/01

APPRAISAL RESEARCH CORPORATION

By: Richard H. Hoffman
Richard H. Hoffman, ASA, CMAI
President & CEO

Date 4-17-01

WITNESSED:

Virginia R Whipple
(signature)

Virginia R Whipple
(name printed)

Date 4-17-01



1000000111

PERFORMANCE BOND

PREMIUM: \$1,995.00
Premium based on final contract price.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

APPRAISAL RESEARCH CORPORATION
101 E. SANDUSKY STREET, P O BOX 1002
FINDLAY, OH 45840-1002

OWNER (Name and Address):

OHIO COUNTY-HONORABLE BOBBY J. KEITH, ASSESSOR
413 MAIN STREET
RISING SUN, IN 47040

Premium based on final contract

amount

SURETY (Name and Principal Place of Business):

Amwest Surety Insurance Company
2215 York Road, Suite 305
Oak Brook, Illinois 60523

CONSTRUCTION CONTRACT

Date: March 20, 2001 Contract Number: _____

Amount: Seventy-nine Thousand Seven Hundred Eighty and 00/100 Dollars (\$79,780.00).

Description (Name and Location): Revaluation - Ohio County, Indiana

BOND

Amount: Seventy-nine Thousand Seven Hundred Eighty and 00/100 Dollars (\$79,780.00)

Signed, sealed and dated this day of March 20, 2001



APPRAISAL RESEARCH CORPORATION

By: _____

Principal Name

Amwest Surety Insurance Company

Signature

By: _____

Signature

Sarah L. Biddle-TAYLOR AGENCY, INC.

Attorney-in-Fact

BF-A3001 (9/99)

(SEE NEXT PAGE FOR TERMS AND CONDITIONS)



BOND NO: 109003044

PREMIUM: Included

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

APPRAISAL RESEARCH CORPORATION
101 E. SANDUSKY STREET, P O BOX 1002
FINDLAY, OH 45840-1002

OWNER (Name and Address):

OHIO COUNTY-HONORABLE BOBBY J. KEITH, ASSESSOR

*Final premium based on final
contract amount*

413 MAIN STREET
RISING SUN, IN 47040

SURETY (Name and Principal Place of Business):

Amwest Surety Insurance Company
2215 York Road, Suite 305
Oak Brook, Illinois 60523

CONSTRUCTION CONTRACT

Date: March 20, 2001

Contract Number: _____

Amount: Seventy-nine Thousand Seven Hundred Eighty and 00/100 Dollars (\$79,780.00)

Description (Name and Location): Revaluation - Ohio County, Indiana

BOND

Amount: Seventynine Thousand Seven Hundred Eighty and 00/100 Dollars (\$79,780.00).

Signed, sealed and dated this day of March 20, 2001



APPRAISAL RESEARCH CORPORATION

By: _____

Principal Name

Amwest Surety Insurance Company

Signature

By: _____

Signature

Sarah L. Biddle-TAYLOR AGENCY, INC.


Attorney-in-Fact

LIMITED POWER OF ATTORNEY

Amwest Surety Insurance Company

Expiration Date: 09/16/01

POWER NUMBER 0001058855

This document is printed on white paper containing the artificial watermark logo () of Amwest Surety Insurance Company on the front and brown security paper on the back. Only unaltered originals of the Limited Power of Attorney ("POA") are valid. This POA may not be used in conjunction with any other POA. No representations or warranties regarding this POA may be made by any person. This POA is governed by the laws of the State of Nebraska and is only valid until the expiration date. Amwest Surety Insurance Company (the "Company") shall not be liable on any limited POA which is fraudulently produced, forged or otherwise distributed without the permission of the Company. Any party concerned about the validity of this POA or an accompanying Company bond should call your local Amwest branch office at (748) 649-3833

KNOW ALL BY THESE PRESENT, that Amwest Surety Insurance Company, a Nebraska corporation, does hereby make, constitute and appoint:

David E. Taylor
Sarah L. Biddle
As Employees of Taylor Agency, Inc.

its true and lawful Attorney-in-fact, with limited power and authority for and on behalf of the Company as surety to execute, deliver and affix the seal of the company thereto if a seal is required on bonds, undertakings, recognizances, reinsurance agreement for a Miller Act or other performance bond or other written obligations in the nature thereof as follows:

All Bonds up to \$5,000,000.00

and to bind the company thereby. This appointment is made under and by authority of the By-Laws of the Company, which are now in full force and effect.

I, the undersigned secretary of Amwest Surety Insurance Company, a Nebraska corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked and furthermore, that the resolutions of the Board of Directors of Amwest Surety Insurance Company set forth on this Power of Attorney, and that the relevant provisions of the By-Laws of each company, are now in full force and effect.

Bond No. 109003044 Signed & sealed this 20th day of March 2001

Karen G. Cohen
Karen G. Cohen, Secretary

***** RESOLUTIONS OF THE BOARD OF DIRECTORS *****
This POA is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Amwest Surety Insurance Company at a meeting duly held on December 15, 1975:

RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any POA previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and bind upon the Company:

- (i) when signed by the President or any Vice President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary; or
- (ii) when signed by the President or any Vice President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any POA or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Amwest Surety Insurance Company has caused these present to be signed by its proper officers, and its corporate seals to be herunto affixed this 31st day of August, 1999.

John E. Savage
John E. Savage, President

Karen G. Cohen
Karen G. Cohen, Secretary

State of California
County of Los Angeles

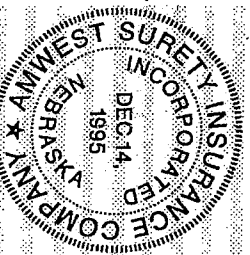
On August 31, 1999 before me, JoAnne Anderson Notary Public, personally appeared John E. Savage and Karen G. Cohen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity, upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

JoAnne Anderson
JoAnne Anderson, Notary Public

(Seal)



5230 Las Virgenes Road Calabasas, CA 91302 TEL 818 871-2000